Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

SCU 955-485 Policy Number

Renewal of No. ___ NEW

Item 1. Named Insured:

MONSANTO COMPANY, ET AL

Item 2. Address:

800 North Lindbergh Boulevard St. Louis, Missouri

Item 3. Policy Period:

April 1, 1980 From:

April 1, 1981

To: 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability:

\$7,000,000. each occurrence and/or in the aggregate part of \$40,000,000. excess of \$100,000,000. excess

underlying.

Item 5. Premium:

Advance: \$13.440.

Annual Minimum: \$13,440.

Rate:

Flat

Premium Basis:

THOMAS E · SEARS · INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER BOSTON, MASS. 02116

When used as a premium basis:

- 1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes:
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the
 policy period by independent contractors of all work let or sub-tet in connection. with each specific project, including the cost
 of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by
 the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his flashe for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

April 18,

Authorized Representative

MCC T.V. 9810 A

Transit Casualty Company

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

Special Cover Policy—Casualty-

STOCK COMPANY

MONS 156735

T.V. 9805 A

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- t. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named insured shall pay the excess to the Company; if less, the Company shall return to the Named insured the unearned portion paid by such Named insured. The Named insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such-records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the Claimant and the Company. Bankruptcy or insolvency of the insured or his estate shall not relieve the Company of any of its obligations hereunder.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or eatop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the Named Insured in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than tent (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period, Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes...

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Weel Thukory

President

W. I. Bregory

(Attach Schadules and Endorsements Hers)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of ilability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III). Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored; transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law emendatory thereof;

"spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing apent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

SCU 955-485

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned to indemnify the insured for all sums which the insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier

Limits

See Endorsement No. 1 Attached.

2. Limit of Liability — Underlying Limits

It is expressly agreed that Hability shall attach to the Company only after the Underlying Umbrella insurers have paid or have been hald liable to pay the full amount of their respective ultimate net loss flability as follows:

(a) \$ 100,000,000.

ultimate net loss in respect of each occurrence, but

(b) \$ 100,000,000.

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (latal or non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) \$ 7,000,000. p/o 40,000,000.

ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) \$ 7,000,000. p/o 40,000.000.

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the insured.

4/18/80 T.V. 9812 A

mcc.

Definitions

1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 901010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONSANTO COMPANY

POLICY NO. SCU 955-485 END'T. NO. 4

EFFECTIVE DATE: APRIL 1, 1980

FIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY IS SOLELY A LIABILITY POLICY AND DOES NOT FOLLOW ANY UNDERLYING CONTRACTS WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

Countersignature Date:
TV esso

mcc

JULY 7,

1980

Authorized Regresentative

MONSANTO COMPANY

POLICY NO. SCU 955-485 END'T. NO. 3

EFFECTIVE DATE: APRIL 1, 1980

AMENDMENT OF CANCELLATION CLAUSE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII. OF THE POLICY, IS AMENDED IN PART AS FOLLOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO READ "SIXTY (60) DAYS."

Countersignature Date:

mcc

MAY 14,

19 80

Authorized Representative

MONSANTO COMPANY

POLICY NO. SCU 955-485 END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EXCESS UMBRELLA COVERAGE - INSURING AGREEMENTS CARRIER AND POLICY NUMBER IS AMENDED IN PART AS FOLLOWS:

A) UNDERWRITERS AT VARIOUS BRITISH INSURANCE COMPANIES POLICY NO. SD 5023/UMA 0223

Countersignature Date:

mcc

MAY 14, 19 80

Authorized Representative

MONSANTO COMPANY

POLICY NO. SCU 955-485 END'T. NO. ,

EFFECTIVE DATE: APRIL 1, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EXCESS UMBRELLA COVERAGE -INSURING AGREEMENTS CARRIER AND POLICY NUMBER IS AMENDED TO READ AS FOLLOWS:

	CARRIER AND POLICY NUMBER	LIMITS
A)	UNDERWRITERS AT LLCYD'S LONDON AND BRITISH INS. COS. POLICY NO. TBA	\$5,000,000. EACH OCCURRENCE AND/OR IN THE AGGREGATE EXCESS OF PRIMARY INSURANCES.
B)	UNDERWRITERS AT LLOYD'S LONDON AND BRITISH INS. COS.	\$15,000,000. EXCESS OF (A) ABOVE.
c)	VARIOUS	\$28,000,000. EXCESS OF (B) ABOVE.
D)	VARIOUS	\$10,000,000. EXCESS OF (C) ABOVE.
E)	VARIOUS	\$22,000,000. EXCESS OF (D) ABOVE.
F)	VARIOUS	\$20,000,000. EXCESS OF (E) ABOVE.

Countersignature Date: TV 9999 mcc

April 18,

1980

Authorized Representative

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

Renewal of No. _____

Item 1. Named insured:

MONEMETO COMPANY, BY AL

Item 2. Address:

Hier 63166

Item 3. Policy Period:

April 1, 1981

To: April 1, 1982

12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability:

a commence and/or is the agrees \$7,000,500 em art of \$40,000,000 emisses of \$100,000,000 es

wlying.

item 5 Premum:

Advance: \$11,813

Annual Minimum: #11,813

Rate:

Premium Basis:

THOMAS E-SEARS-INC.

INSURANCE - REINSURANCE

REWOT HODDINAM NHDL Teett Hoddenaha COS BOSTON, MASS. 02116

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the dost of all abor, materials and equipment furnished, used or delivered for use in the execution of such work whether furnished up, the owner, contractor or subcontractor, including all less, allowances, bonuses or commissions made, paid or due:
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly 10.3. governmental division:
- 4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and arcraft pilots and co-pilots subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company
- solvening earnings or limitation or remuneration rule applicable in accordance with the manuals in use by the company 5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

Abril 28.

Authorized Representative

T.V. 9810 A.

200

Transit Casualty Company

TOO WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY

Conditions

Transit Casualty inerein after called the Company) agrees with the Named Insured, named in the Declarations made a carr hereof, in consideration of the payment of the pramium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this colicy;

The insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- I Premium Computation: The deposit premium stated in the 'Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured insured the unearned profit on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Veitner the Company's right to make inspections not the making thereof nor any report thereon shall constitute an undertaking, on pehalf of or for the banefit of the Named Insured or others, to determine or warrant that such property or operations are sale.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully compiled with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the Claimant and the Company, Bankruptdy or insolvency of the insured or his estate shall not relieve the Company of any of its obligations hereunder.
- 1V. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and caliver instruments and papers and downstever else is necessary to secure such rights. The insured shall do nothing after loss to prajudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any bart of this oci cy or eatop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part needs, signed by an authorized representative or the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of promium to the COMPANY not less than the (1-)) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure, if the COMPANY cancels, earned premium shall be computed for rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the CCMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is essued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

President

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

SCT 955-872

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinalter mentioned, to indemnity the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage.
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

	Carrier	Limita
A)	Underwriters Mt Lloyd's Landon & British Inc. Coc. Policy No. 805023/WMA223	\$5,000,000 each coourress and/or in the appropria excess of primary insurences.
2)	Underwriters At Lloyd's London & British Inc. Cos.	\$15,000,000 enume of (A) above.
C)	Variens	\$29,000,000 excess of (3) above.
D)	Various	\$10,000,000 excess of (C) above.
E)	Yarious	\$22,000,000 emman of (D) above.
24	Warriana	\$20,000,000 arrange of (V) about

2. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$100,000,000 .

ultimate net loss in respect of each occurrence, but

(b) \$ 100,000,000

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) \$ 7,000,000 p/o \$40,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) \$ 7,800,600 p/o \$40,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured.

4/28/81 T.V. 9812 A

Definitions

1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in insuring Agreements 2 or and 0.3 amail to reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy of Company will continue to protect the Insured for Nability in respect of such personal injury or propert, gamage at this policy of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions rexcept as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying underlying policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currence, hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and proccurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of the Microscopic Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Insured shall be held hable, is likely to involve this policy notice shall be sent to the Company 3700 Wilshire Blvd. Los Angeles, California 90010, as soon as practicable provided however that failure in give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- t. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of itsibility; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- iii. Under any Medical Payments Goverage, or under any Supplementary Payments provision relating to immediate medical or surgical rollet to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

... As used in this policy:

"hezardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material." "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of weste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

Var Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invesion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONSAINTO COMPANY

POLICY NO. SCU 955-872 END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1981

AMENDMENT OF CANCELLATION CLAUSE

IN COMBIDERATION OF THE PREMIUM CHARGED, IT IS HEREST UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII OF THE POLICY IS AMENDED, IN PART, AS FOLIOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO MEAD "SINTY (60) DAYS".

Countersignature	Date:
We seem	

APRIL 28,

19 81

Authorized Representative

DCC

MONSANTO COMPANY

POLICY NO. SCU 955--872 END'T. NO. 1

EFFECTIVE DATE: APRIL 1, 1981

PIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHANGED, IT IS AGREED THAT THIS POLICY IS SOURLY A LIABILITY POLICY AND DORS NOT FOLLOW ANY UNDERLYING CONTRACTS WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

CATHOLOGICAL DETENT NEIGHT TO	Countersignature	Date:	APRIL	28.
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19 81

Authorized Representative

RCC

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

SCU 955873

Renewal of No.

item 1. Named insured:

MUNICIPAL DE AL

Item 2. Address:

Item 3. Policy Period:

To: Aprell 1, 1982

From: 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

item 4. Limits of Liability:

\$6,000,000 and and e and/or in the appropr \$100,000,000 aurage of \$1.00,000,000 assumes of to

Item 5. Premium:

Advance: 10.000

Annual Minimum: #8,860

Rate:

THOMAS E-SEARS INC.

JOHN MANCOCK TOWER TERRIC MODMERALD COS Boston, Mass. Oxio

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes:
- 2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due:
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company:
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and oreducts sold or distributed during the policy period and charged during the policy period for installation servicing in repair and includes taxes other than taxes which the named insured and such others collect as a separate fem any remit directly to a governmental division.

Countersignature Date

April 28,

Authorized Representative

TV 9810 A

MCC

Transit Casualty Company

BTOD WILSHIRE BOULEVARD LOS ANGELES CALIFORM A BOOTS

ST. LOUIS, MISSOUR

Special Cover Policy—Casualty

STOCK COMPANY



Conditions

Transit Casualty therein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof in consideration of the payment of the premium and in remande upon the statements in the Declarations and subject to the limits of liability exclusions conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- 1. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium speciable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unsured portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's properly and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereor shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto the Insured shall have fully complied with all the terms of this policy nor until the amount of the Insured sibligation to bay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured tine Claimant and the Company. Bankructcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and downatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.
- Vt. Assignment: Assignment of interest under this policy shall not bind the Combany until its consent is endorsed hereon if, however, the Insured shall be adjudged bankrupt or insolvent this policy shall cover the Insured's legal representative as Insured provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient rotice to effect cancellation of this policy.
- VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED, INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter, lexcept in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter) such cancellation shall be effective. The mailing of notice as accessed shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing, if the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro-fats.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient lender of any reliand due the NANTED INSURED. If this policy insures more than one NAMED INSURED cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDs; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

MONS

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Presiden:

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

5CU 955-873

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for all sums which the insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier A) Underwriters At Lloyd's London & British Ins. Cos. Policy No. SD 5023/UMA 0223		timits \$5,000,000 each occurrence and/or in the aggregate excess of primar insurances.	
B)	Underwriters At Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.	
C)	Various	\$28,000,000 excess of (B) above.	
D)	Various	\$10,000,000 axcess of (C) above.	
E)	Various	\$22,000,000 excess of (D) above.	
F)	Various	\$20,000,000 excess of (E) above.	
G)	Various	\$40,000,000 excess of (F) above.	

2. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$ 140,000,000

ultimate net loss in respect of each occurrence, but

(b) \$ 140,000,000

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

8,000,000 p/o \$100,000,000 ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) \$ 8,000,000 p/o \$100,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured.

MONS 157545

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Definitions

1. Named Insured:

The words "Named Insured" includes the Named insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of the physic, the Company will continue to protect the Insured for flability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and timits of hability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrel a Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereor except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Lability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy notice shall be sent to the Company 3700 Wilshire Blvd. Los Angeles California 90010, as soon as practicable provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the nazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or 2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion ical applies only to injury to or destruction of property at such nuclear facility.
- .V. As used in this policy:
 - "nazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material:
 - "source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph, as or ob thereof
 - "nuclear facility" means:
 - (a) any nuclear reactor
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:
 - with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurged power or confiscation or nationalization or requisition or destruction of or damage to properly by or under the order of any government or public or local authority.

MONSANTO COMPANY, ET AL

POLICY NO. SCU 955-87 END'T. NO.3

EFFECTIVE DATE: APRIL 1, 1981

IT IS UNDERSTOOD AND AGREED THAT ITEM 4 OF THE DECLARATIONS, LIMITS OF LIABILITY IS AMENDED TO READ AS FOLLOWS:

\$8,000,000 EACH OCCURRENCE AND/OR IN THE AGGREGATE PART OF \$105,000,000 EXCESS OF UNDERLYING.

Countersignature Date:

mcc

MAY 14, 19 81

Authorized Representative

MONSANTO COMPANY

POLICY NO. SCU 955-873 END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1981

AMENDMENT OF CANCELLATION CLAUSE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII OF THE POLICY IS AMENDED, IN PART, AS FOLLOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO READ "SIXTY (60) DAYS".

Countersignature Date:

APPIL 28,

19 81

Authorized Representative

mcc

MONSANTO COMPANY

POLICY NO. SCU 955-873 ENDT. NO. 1

EFFECTIVE DATE: APRIL 1, 1981

FIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY IS SOLELY A LIABILITY POLICY AND DOES NOT FOLLOW ANY UNDERLYING CONTRACTS WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

Countersignature Date: TV 8600

APRIL 28,

19 81

Authorized Representative

DCC

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

mack insurance company, herein suited the company

Declarations-Excess Umbrella Policy

SCU 956181

Renewal of No. <u>5CU 955-872</u>

in term of the company of the server

Monsanto Company, Et al

ram 2. Address:

900 Sorth Lindbergh Boulevard St. Louis, Missegri 63166

dem 3 Policy Period

_{Trym}. **April 1, 1982**

April 1, 1983

12 31 A.M. Standard Time at the address of the Named Insured as stated herein

tem 4. Limits or Liability:

\$7,000,000 each occurrence and/or in the aggregate part of \$40,000,000 excess of \$100,000,000 excess underlying.

Item 5. Premium:

Advance. \$11,813.

Annual Vinimum: \$11,813.

Rate.

Flat

Premium Basis:

Amen wed as a premium basis:

Indimissions¹¹ means the total number of persons, other than employees of the named insured, admitted to the least of the sent of the named insured, admitted to the sent of the sent of the sent of the sent of the named insured.

2 most? means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, individually all abort materials and adultiment furnished, used or delivered for use in the execution of such work whether in the owner, contractor or succontractor, including all fees, allowances, bonuses or commissions made paid or due.

 "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or there during the policy period as are rated on a receipts basis other than receipts from telegasting brigadose in a money pictures, and includes taxes, other than takes which the named insured collects as a separate item and remise presture appearamental division;

4 "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, their than chaulteurs except operators of modifie equipment) and prioratification of the subject of applicable in accordance with the manuals in use by the company operations are understanded in the manuals in use by the company.

5 "sales" means the gross amount of money charged by the named insured or by others trading under his name for 10 100023 and products sold or distributed during the policy period and charged during the policy period for installation. Servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

March 22,

Authorized Representative

T.V. 9810 A

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Transit Casualty Company

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE
JOHN MANGGER TOWER
800 CLARENDON STREET
BOSTON, MASS. 02116

MONS 157785

T.V 9855 A

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named insured shall pay the excess to the Company; if less, the Company shall return to the Named insured the uncarned portion paid by such Named insured. The Named insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- til. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been linally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.
- 1V. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured's legal representative as insured: provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter. (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPÁNY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDs; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

W. J. Bregary
President

TRANSIT CASUALTY COMPANY LOS ANGELES. CALIFORNIA ST. LOUIS, MISSOURI

A stock insurance company, herein called the company)

SCB 956-181

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company nereby corses intrinect to the limitations terms and conditions hereinafter mentioned to interest, incompany, the insured and be obliged to pay by reason of the liability imposed upon the Insured by the insured for damages, direct or consequential and expenses on recognition

- (a) Personal Injuries, including death at any time resulting therefrom
- ioi Property Damage.
- ic! Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards objected by and as defined in the Underlying Umbrella Policies stated below and issued by the Underlying Umbrella Insurers.

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrie

Limits

A)	Underwriters et Lloyd's Leaden & British Ins. Com. Policy \$505023/UNA0223	\$5,000,000 each occurrence and/or in the appropria emoses of primary inversaces.
3)	Underwriters at Lloyd's London & British Inc. Com.	\$15,000,000 assessed of (3) shove.
C)	Various	\$28,000,000 escase of (B) above.
D)	Various	\$10,000,000 empane of (C) above.
E)	Various	\$22,000,000 someon of (D) above.
r)	Various	\$20,000,000 streets of (E) shows.

2. Limit of Liability — Underlying Limits

It is expressly agreed that hability shall attach to the Company only after the Underlying Umbrella Insurers have paid or page been held hable to pay the full amount of their respective ultimate net loss hability as follows:

(a) 5 100, 000, 000. ultimate net loss in respect of each occurrence, but

in the aggregate for each annual period during the currency of this Policy secarately in respect of Personal Injury data as a fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) \$ utilimate net loss in all in respect of each occurrence — subject to a limit of

7,000,000 part of \$40,000,000

7,000,000 pert of \$40,000,000

in the aggregate for each annual period during the currency of this policy separately in respect of Products Liability and separately in respect of Personal Injury Hatai or non-fatal) by Occupational Disease sustained by any employes of the Insured.

93/22/02 T.V. 9812 A

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Definitions

1. Named insured:

The words insured includes the Named Insured stated in the Declarations forming a part hereof and as market. Underlying Policies

2. Insured:

The world "insured" includes the Named Insured and/or any Officer Director Stockholder Partner or Employe of the Named Insured while acting in his capacity as such it so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the finit of hability hereon as stated in Insuring Agreements 2 or and 2 d inner particular reduced by any amounts due to the insured on account of such loss under such prior insurance.

Budgect to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal must, or property. Itemage arising but of an occurrence covered hereunder is continuing at the time of termination of this property. Itemage with the discussion of modern accordance to property damage with the property of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions except as regards the premium, the amount and limits of habitity and except as otherwise provided herein) as are contained in or as may be added to the Underlying under a Policies fisted in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is in see necessary.

It is a doubtion of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the current, hard, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and in industrial procurance accourting during the period of this policy or by the operation of the Prior Insurance and Non-cumulation of Union of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder in a less highless or damage which in the event that the Insured shall be held liable is likely to involve this policy in the expert that the Insured shall be held liable is likely to involve this policy in the expert that for the to the Company 3700 Wilshire Blvd. Los Angeles, California 90010, as soon as practicable provided however that for the give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later data would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- 11. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to Injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction erises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties:

"nuclear material" means source material, special nuclear material or byproduct material:

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (s) or (b) thereof:

"nuclear facility" means:

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the alte on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONSANTO COMPANY

POLICY NO. SCU 956-181 END'T. NO. 3

Effective Date: April 1, 1982

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies.

Countersignature Date:

April 8,

19 82

Authorized Representative

mcc

MONSANTO COMPANY

POLICY NO.SCU 956-181 END'T. NO. 2

Effective date: April 1, 1982

AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Clause, Condition VII of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:

March 22,

19 82

Jungrized Representation

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I:NDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-181 END'T. NO. 1

Effective date: April 1, 1982

FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date:

March 22,

19 82

Authorized Pepressitative

סנת

G**U 7966a** (Ed. 3-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 12:01 A.M. Standard Time 4/01/82 , forms a part of policy No. SCU 956-181 (hour and date)

issued to

Monsanto Company, Et al

Ьγ

Transit Casualty Company

STATE MISSOURI STATE PREMIUM

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in company with the insurance layer of that state.

Countersigned by

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST LOUIS, MISSOURI

RCC

to the insurance company, herein called the company)

Declarations-Excess Umbrella Policy

Panewai of No. SCU 955-973 <u>SCU 355182</u> m 1 Numed Insured Monsanto Company, Et al 800 North Lindbergh Boulevard -m _ 411'ess: St. Louis, Missouri 63166 From April 1, 1982 To April 1, 1983 "lem 1 Policy Period 12.01 A.M. Standard Time at the address of the Named Insured as stated herein \$8,000,000 each occurrence and/or in the aggregate part of trem 4. Limits of Liability: \$105,000,000 excess of \$140,000,000 excess of underlying. Advance: \$8,000. Annual Minimum: \$8,000. Item 5 Premium Plat Premium Basis: Rate: Shan used as a premium basis: indimissions" means the total number of persons, other than emphases of the named insured, admired to the liver than emphases of the named insured, admired to the liver that expents conducted on the premises whether on paid admires on tickets, complimentary tickets or passes. 2 events conducted on the premises whether on paid admission tickets, complimentary trocks or passes.
2. dost" means the total cost to the named insured with respect to operations performed for the named insured 2, 12 million of the process of the contractors of all work let or social to connection with each specific or set including of 12 million materials and equipment furnished, used or delivered toriuse in the execution of 120m work whether right be owner notificator or rupornization including all less sillowances borbuses or commissions miles daily and actually a tracelets in the grain the grain signature of the owner insured for such operations by the named insured for such operations by the named insured of the control of th savernmental division; remuneration" means the entire remuneration earned during the policy period by proprietors and by a employees of named insured, other than chauffeurs except operators of mobile equipment, and aircraft of its and policy of any puerture earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the limit. "sales" mains the gross amount of money charged by the named insured or by others trading under his name or conditional and and are distributed during the policy period and charged during the policy beriod for installation (etc.) 17.11 repair and includes taxes of their than taxes which the named insured and such others collect as a separate framing sheetly to a governmental division. Countersignature Citte March 22. 82 Authorized Pepresentative TV 7310 A

157874

Transit Casualty Company

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY

THOMAS E · SEARS · INC.

INSURANCE - REINSURANCE

BOSTON, MASS. 02116

MONS 157875

T.V. 9805 A

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shell be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insurate shall pay the excess to the Company; if less, the Company shall return to the Named Insurated the unsured portion paid by such Named Insurated. The Named Insurated shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been linally determined either by judgment against the insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as insured: provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- VII. Cancellation: This policy may be cancelled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed by a table of the computed or pata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDs; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

alex Tempora

W. I. Sregary
President

TRANSIT CASUALTY COMPANY LOS ANGELES. CALIFORNIA ST. LOUIS, MISSOURI

A stock insurance company, herein called the company)

SCU 956-182

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby unities into ect to the limitations terms and conditions hereinalter mentioned to indemnity the Insure of the sums which the insured could be inclined to pay by reason of the liability imposed upon the Insured of the virtual and expenses on account of the contract or agreement by the Insured for damages of rect or consequential and expenses on account of

- (a) Personal Injuries, including death at any time resulting therefrom
- 151 Property Damage
- rct Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards novered by and its defined in the Underlying Umbrella Policies stated below and itsued by the Underlying Umbrella insurers.

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

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<i></i>	TTI Ù

Limits

A)	Underwriters at Lloyd's Landon & British Inc. Con. Policy No. 3D 9023/UNA 0223	\$5,000,000 each commrence and/or in the approprie emoras of primary insurances.
3)	Underwriters et Lloyd's London & British Ins. Cos.	\$15.000,000 excess of (A) above.
C)	Various	\$28,000,000 emmas of (B) above.
D)	Various	\$10,000,000 excess of (C) above.
m)	Various	\$22,000,000 excess of (D) above.
Y)	Various	\$20,000,000 excess of (E) above.
G)	Various (\$33,000,000)	\$40,000,000 excess of (F) shows.

2. Limit of Liability --- Underlying Limits

Transit Community Company Policy No. SCV 956-181

" It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have baid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$ 140,000,000.

ultimate net loss in respect of each occurrence, but

(b) 5 140,000,000.

in the aggregate for each annual period during the currency of this Policy separately or respect of Products Liability and separately in respect of Personal injury fatal winderstatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) 5 8,000,000 part of \$1.05,000,000

ultimate net loss in all in respect of each occurrence — subject to a limit of

8,000,000 pert of 5105,000,000 in the aggregate for each annual period during the currency of this policy is separately in respect of Products Liability and separately in respect of Personal Injury Italian or non-fatal) by Occupational Disease sustained by any employes of the Insured

TQ3627/82

DCC

Definitions

1. Named Insured:

The words. Named Insured Includes the Named Insured stated to the Declarations forming a part nereof and as its Underlying Policies.

2. Insured

The word Insured includes the Named Insured and/or any Officer Director Stockholder Partner or Employees the Named Insured while acting in his capacity as such it so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is pareed that if any loss covered hereunder is also covered in whole or in part under any other occass octrollers investigated profits the inception date hereof the fimit of hability hereon as stated in Insuring Agreements I million is additionally any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that persons in the property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this or imports will continue to protect the Insured for flability in respect of such personal injury or property damage without or when of additional premium.

2. Maintenance of Underlying Insurance

This princy is subject to the same terms, definitions, exclusions and conditions rescent as regards the premium, the amount in tide is of liability and except as otherwise provided hereint as are contained in or as may be added to the Uniterrying Limbour is Principles instead in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which tide must be much hereunder.

the condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the nurrency have for any reduction of the aggregate limits contained therein solely by payment of a limit in respect to accurate, in the energy occurring during the period of this policy or by the operation of the Prior Insurince and fund summation of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the insured has information from which they may reasonably conclude that an occurrence covered new under my injuries or damage which in the event that the insured shall be need table is likely to involve this policy indicate and the company 3700 Wishire Blvd. Los Angeles California 90010, as soon as practicable provided nowever that the time of its happening did not appear to involve this policy but which at the time of its happening did not appear to involve this policy but which at a identical would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a ross also covered by impolicy, other than insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical reflet to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Itt. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material." "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element of fuel component, solld or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, besin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enamies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONBANTO COMPANY

POLICY NO. SCU 956-182 END'T. NO. 3

Effective Date: April 1, 1982

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies.

Countersignature Date: 17 9639

April 8,

9 82

Authorized Representative

MCC

MONSANTO COM PANY

POLICY NO. SCU 956-182 END'T. NO. 2

Effective date: April 1, 1982

AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Clause, Condition VII of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:

March 22,

19 82

Autrorized Representative

mcc

MONSANTO COMPANY

POLICY NO. SCU 956-182 END'T. NO. 1

Effective date: April 1, 1982

FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date: 17 FE20

March 22,

19 82

Authorized Representative

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 12:01 A.M. Standard Time, 04/01/82 forms a part of policy No. SCU 956-182

issued to

Monsanto Company, Et al

by

Transit Casualty Company

STATE Missouri STATE PREMIUM

03/22/82

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on bahalf of the Company in the state designated above and which is appended hereto in company with the insurance laws of that state.

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MCC

Countersigned

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations-Excess Umbrella Policy

U 955464

Renewal of No. SCT 956181

Item 1. Named Insured:

Item 2. Address:

800 Morth Lindbarch Bouleverd St. Louis, Missouri

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANGGEN TOWER BOSTON, MASS, 02116

Item 3. Policy Period:

From: April 1, 1983

To: April 1, 1984

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

item 4. Limits of Liability: \$7,000,000 each ecourrence and/or in the aggregate part of \$40,000,000 execut of \$100,000,000 ex

elying.

Item 5. Premium:

Advance: \$11,813.

Annual Minimum: \$11,813.

Rate:

Premium Basis:

When used as a premium basis:

- 1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

 2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due:

 3. "respectate" means the draws amount of money characteristics that the named leavest the contractor is the contractor.
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

April 11,

Authorized Representative

T.V. 9810 A

Transit Casualty Company

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010



ST. LOUIS, MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY

MONS 158248

T.V. 9805 A

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- t. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unsured portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.
- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereor shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- ill. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully compiled with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the Claimant and the Company. Bankruptcy or insolvency of the insured or his estate shall not relieve the Company of any of its obligations hereunder.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form-a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
- Vf. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customery short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretery

W. J. Sregary
President

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
 - "hezardous properties" include radioactive, toxic or explosive properties:
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor:
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means:
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

SCU 956464

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned to indemnify the Insured for all sums which the insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

	Carrier	Limits
A)	Underwriters at Lloyd's London a British Ins. Cos. Policy No. TMA	\$5,000,000 each occurrence med/er the aggregate excess of primary insurances.
3)	Underwriters at Lloyd's London & British Ins. Com.	\$15,000,000 excess of (A) above.
C)	Various	528,000,000 ammas of (9) above.
נס	Various	\$10,000,000 excesse of (C) above.
Z)	Vecious	\$22,000,000 amenes of (D) above.
F)	Various	\$27,000,000 excuse of (E) above.

2. Limit of Liability --- Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate not loss liability as follows:

(a) \$100,000,000.

ultimate net loss in respect of each occurrence, but

(b) \$100,000,000.

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any amployes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

7,000,000 part of \$40,000,000 ultimate net loss in all in respect of each occurrence --- subject to a limit of

(d) \$ 7,000,000 part of \$40,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured.

04-11-63

T.V. 9612 A

Definitions

1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured:

The word "Insured" includes the Named Insured and/or any Officer. Director, Stockholder. Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hareunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Bivd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

DEMENSION COMPANY

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END'T. NO. POLICY NO.

به (<u>۱</u> 956464

Effective Date: April 1, 1983

Number 1 through 26 layer of Cover Note otherwise provided herein by this to the same terms, definitions, exclusions and regards the premium, the amount and limits of anything contained herein ş as issued. Insurance covers the 900019 of Various Co endors. mt) as are contained in the first liability, Marsed Assure is subject understood

It is further understood and agreed that;

- Indorse: ent Number 1 is deleted.
- Musber 2 1s deleted.
- This policy is underlying contracts with respect to providing Fidelity solely a limbility policy and does not follow COVERAGE.
- The Cancellation Clause, Condition VII of the policy is as in part, as rollows:

"sixty (60) days". Medarance to "thirty (30) days" is amended to read

All other terms and conditions of this policy remain unchanged.

Countersignature Date:

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San C

MONSANTO COMPANY, etal

POLICY NO. SCU 956464 END'T. NO. 4

Effective Date: April 1, 1983

It is understood and agreed that Item 4 of the Declarations, Limits of Liability is amended to read as follows:

\$7,000,000 each occurrence and/or in the aggregate where applicable part of \$40,000,000 excess of \$100,000,000 excess underlying.

Countersignature Date:

May 20

19 83

utharized Representative

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MONSANTO COMPANY, etal

POLICY NO. SCU 956464 ENDT. NO. 3

Effective Date: April 1, 1983

It is understood and agreed that Item 1 of the Insuring Agreements is amended, in part, to read as follows:

B) Underwriters at Lloyds London & British Insurance Company Royal Indemnity Insurance Co.

\$15,000,000 excess of (A) above.

Countersignature Date:

May 20

1983

Authorized Nagrobilli

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MONSANTO COMPANY

POLICY NO. SCU 956464 END'T. NO. 2

Effective date: April 1, 1983

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AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the cancellation clause, Condition VII. of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:

April 11,

19 83

uthorized Representative

mcc

MONSANTO COMPANY

POLICY NO. SCU 956464 ENDT. NO. 1

Effective date: April 1, 1983

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FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date:

mcc

April 11,

19 83

Witherized Representative

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURS

(A stock insurance company, herein called the company)

eclarations—Excess Umbrella Policy

<u>SCU 956465</u>

Policy Number

Renewal of No. SCV 956182

Item 1. Named Insured:

880 North Lindberth Bouleverd

item 2. Address:

St. Louis, Hissouri

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

PROPERT TOWERSTAND STREET BOSTON, MASS. 0276

Item 3. Policy Period:

From: April 1, 1983

April 1, 1984 To:

12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: \$5,009,000 each occurrence and/or in the appropria part of

\$105,000,000 emoons of \$140,000,000 emoons of underlying.

Item 5. Premium:

Advance:

Annual Minimum: \$5,000.

Rate:

Premium Basis:

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division:
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "safes" means the gross amount of nonexycharged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

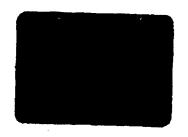
April 11, 19 83

Authorized Representative

T.V. 9810 A 54.4



3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010



ST. LOUIS, MISSOUR!

Special Cover Policy—Casualty

STOCK COMPANY

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the Ilmits of Ilability, exclusions, conditions and other terms of this policy;

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- II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the Claimant and the Company, Bankruptcy or insolvency of the insured or his estate shall not relieve the Company of any of its obligations hereunder.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form-a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
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Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Med Thubsy

President

W. I. Eregary

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of ilability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or weste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means:
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

SCU 956465

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for all sums which the insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

_	_	1
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Limits

A) Underwriters at Lloyd Aritish Inc. Coc. Folicy No. TRA	's Loudon & \$5,000,000 each occurrence and/o in the appropria excess of prime insurance.
B) Underwriters at Lloyd British Ins. Cos.	's London & \$15,000,000 uncess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 encess of (C) shows.
E) Various	\$22,000,000 emmass of (D) shove.
T) Various	\$20,000,000 amounts of (%) above.
G) Various (\$33,000,000)	\$40,000,000 excess of (F) above.

2. Limit of Liability — Underlying Limits

Transit Casualty Company Policy No. SCN 956464

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) 5 140,000,000.

ultimate net loss in respect of each occurrence, but

^{(b) \$} 140,000,000.

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 8,000,000 part of ultimate net loss in all in respect of each occurrence subject to a limit of \$195,000,000
- in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the insured.

04-11-83

T.V. 9812 A

Definitions

1. Named Insured:

The words "Named Insured includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured:

The word "Insured" includes the Named Insured and/or any Officer. Director. Stockholder Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereinflated.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company 3700 Wilshire Blvd.. Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of end shall not contribute with such other insurance.

MONSANTO COMPANY, ET AL

POLICY NO. SCU 956465 END'T. NO. 6

Effective Date: April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Mamed Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein by this endorsement) as are contained in the first layer of Cover Note No. SD8019 of Various Companies and endorsements Number 1 through 26 as issued.

It is further understood and agreed that;

- 1. Endorsement Number 1 is deleted.
- 2. Endorsement Wumber 2 is deleted.
- 3. Endorsement Number 3 is deleted.
- 4. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
- The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:

Perference to "thirty (30) days" is assended to read "sixty (60) days".

All other terms and conditions of this policy remain unchanged.

Countersignature Date:

cje

June 21 19 83

Authorized Representative

MONSANTO COMPANY, etal

POLICY NO. SCU 956465 END'T. NO. 5

Effective Date: April 1, 1983

It is understood and agreed that Item 4 of the Declarations, Limits of Liability is amended to read as follows:

\$8,000,000 each occurrence and/or in the aggregate where applicable part of \$105,000,000 excess of \$140,000,000 excess of underlying.

Countersignature Date: 17 1235

May 20

19 83

Authorized Representative

cjc

MONSANTO COMPANY, etal

POLICY NO. SCU 956465

END'T. NO. 4

Effective Date: April 1, 1983

It is understood and agreed that Item 1 of the Insuring Agreements is amended in part to read as follows:

G) Various (\$32,000,000) Transit Casualty Company Policy No. SCU 956464 \$40,000,000 excess of (F) above.

Countersignature Date: TV 8656

May 20

19 83

Authorized Representative

cjc

EN	ID	O	R	S	FN	Л	F	N	T
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MONSANTO COMPANY

POLICY NO. SCU 956465 END'T. NO.

Effective date: April 1, 1983

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Notwithstanding anything contained herein to the contrary, it is understood and agreed that this insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in the first layer of Cover Note No. SD 8019 of Various Companies.

Countersignature Date: April 22,

19 83

MONSANTO COMPANY

POLICY NO. SCU 956465 ENDT. NO. 2

Effective date: April 1, 1983

AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the cancellation clause, Condition VII. of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:	April 11,	19	83	Authorized Representative
TV 0000				

MCC

MONSANTO COMPANY

POLICY NO. SCU 956465 ENDT. NO. 1

Effective date: April 1, 1983

ş.

FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date:

April 11,

19 83

Authorized Representative

mcc

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

Renewal of No. SCU 956664

item 1. Named Insured:

manuto Capany, et al

item 2. Address:

8 North Lindbergh Bouleverd t. Louis, Hissouri Grice

item 3. Policy Period:

April 1, 1984

From: 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability:

n and/or in t rt of \$42,000,000 unuses of \$100,500,000 or

Item 5. Premium:

Advance: \$12,188.

Annual Minimum: \$12-100-

Rate:

Flat

Premium Basis:

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

MEWOT HORSEMAN RESE TERRIE ROCKERALS COL BOSTON, MASS. ORTIG

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the semed insured, admitted to the event insured or to events conducted on the premises whether on paid admission lickets, complimentary tickets or passes;
- to events conducted on the premises whether on para somission increase, compinionary increas or passess, "best" meens the total cost to the named insured with respect to expections performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all lebor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due:
- in events, contractor or support sector, including an less, showshoes, contract or commissions made, paid of due:

 3, "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and ramits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and gircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and cliracity to a governmental division.

Countersignature Date

Authorized Representative

T.V. 9810 A

Transit Casualty Company.

TO MUSH RE BOULEVAPO LOS ANGELES CAUFORNIA 90010

- ST. LOUIS. MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY



Conditions

Transit Casualty there in after called the Company, agrees with the Named Insured, hamed in the Declarations made a cart hereof in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of happility, exclusions, conditions and other terms of this policy:

the (nauring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complets

- 1. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium specified to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium calciling Named insured shall pay the excess to the Company; if leas, the Company shall return to the Named insured to a specified part of the information necessary or premium tomputation on the casis stated in the Declarations and shall send copies of such records to the Company at the end of the documents. central as the Company may direct.
- is inspection and Audit: The Company shall be permitted but not obligated to inspect the inspection process and special and inspections are the Newton the Company's right to make inspections not the making thereof not any report thereon shall have an undersking on pensy of or for the penefit of the Named Insured or others, to determine or warrant that such impacts or loss as
- The Democry may examine and audit the insured's ocoks and records at any time during the posity denoted and ledent ins mareor and within three years after the final termination of this policy, as far as they relate to the subject matter or fins insulance.
- If action Against Company: No action shall fie against the Company unless, as a condition of education the resisting and the state instance of this policy nor until the amount of the insured a collection to no shall not even in a condition to no shall not even in a condition to no shall not even in a condition to no shall not only written agreement or no condition in a condition to no shall never be not not not condition to not condition to the insured or his estate shall not relieve the Company or unit or objective. -----
- 19. Suprogation: In the event of any payment under this bolicy, the Company shall be sucrogated to all the industrial of the insured shall execute and deliver instruction. In this is the coessary to secure such rights. The insured shall do nothing after ross to prayudice such rights.
- Thanges: Notice to or knowledge possessed by any person shall not effect a walker or change in the particle of strong in the strong of this policy; nor shall the terms of the policy of the terms of this policy; nor shall the terms of the terms
- Lasignment: Assignment of interest under this policy shall not bind the Company untuing continuity of Unit nation to Assignment of the adjudged bankrupt or inscisent, this policy shall paver the fourth's legal records to the Named insured named in the Dentition and heavy to this policy.
- Concellation: This color, may be canceled by the NAMED INSURED by surrender interest in the TOTIPITY or any color read agents or by making to the COMPANY written notice stating when thereafter such bands rated for the control of th
- VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State charges this policy is issued are needly amended to conform to such statutes.
- IN WITHESS WHEREOF the Company has caused this policy to be signed by its Secretary and Prezident and countermonad on the Declarations page by an authorized representative.

Secrets:

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - at with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by fluctear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of ability: of
 - resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amandatory thereof, or 2r the Insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency inered. any person or organization.

under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or success of expenses incurred with respect to podily injury, sickness, disease or death resulting from the hazard cus properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization,

riany Liability Coverage, to injury, sickness, disease, death or destruction resulting from the Pazzropus properties or ruc'ear material, if

- a time nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or 12 has seen discharged or dispersed therefrom:
- or the nuclear material is contained in spent fuel or waste at any time possessed, handled, used processed stored trans-ported or disposed of by or on behalf of an insured; or
- the injury sickness, disease, death, or destruction arises out of the furnishing by an insured of sentros. There are as common or use of any fuction in connection with the planning, construction, maintenance, operation or use of any fuctions is located within the United States of America, its furnitories or possessions or Canada, this are up to applied on the injury to or destruction of property at such nuclear facility.
- s used in this policy:
- mazardous properties 'include radioactive, toxic or explosive properties:

hus ear material "means source material, special nuclear material or byproduct material"

recurred material. Tispecial nuclear material" and "byproduct material" have the meanings given them in the High I. Elect Act of 1954 or in any law amendatory thereof:

sport rue:" mashs any fuel ayament of fuel component/solid or Vauld which has been used proexioses out to a chapter reaction.

waste imeans any waste material (1) containing byproduct material and (2) esplicing from the oder-conductor or organization of any nuclear facility included within the definition of nuclear facility under participants of the content of the conten

nuclear facility' means:

- ar any nuclear reactor
- bigny agricment or device designed or used for it separating the isotoped or uranium or clutchium. It processing or utilizing spent fuel, or (3) handling, processing or backaging waste.
- or any additionant or device used for the processing, fabricating or sitcying of special nuclear hatering in the custody of the insured at the premises where such educations or as to use of a continuous of state and the custody of the insured at the premises where such education as the use of state and the custody of the insured at the premises where such education as the custody of the insured at the premises where such education in the custody of the insured at the premises where such education is a such as the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the insured at the premises where the custody of the cust gangum 235.
- 3. 1ny structure, casin, excavation, premises or place prepared or used for the storage or bascase, processes

and includes the site on which any of the foregoing is located, all operations conducted on such site and to great results, or

nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-succorting joint respinant to contain a critical mass of fissionable material:

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms or ladicable of the lamination of property.

War Risk Exclusion Endorsement

This colley shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war invasion, acts of loreign enemies, hostilities (whether war be declared or not), but war received insufficient neutral or insufficient or insufficient or insufficient or insufficient or destruction of or campage to proderly all or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS. MISSOURI

(A stock insurance company, herein called the company)

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned to indemnify the Insured for all sums which the Insured shall be obliged to pay by leason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

• • •	dvertising Liability.				t L	
deline	ed by ar arising out of each occu ed in the Underlying Umbrella Po	rrence happening anywholicies stated below and	ere in the world, and a issued by the "Underlyi	rising out of the ng Umbrella ins	hazards d lurers".	overed by and as
UNDI	ERLYING UMBRELLA INSURERS	AND POLICY NUMBER	:			
	Carrier		Limits			
a.)	Underwriters et Lleye Mritish Inc. Coc. Cover Note No. 20001		\$5,000,000 in the appr incommen		trungs tot of	ingwell angles
	Transit Casualty Co. Policy No. 488 956377	1				
3)	Undergribers at Llaye British Zus. Cos.	l's Kondon &	\$15,000,000	empers of	(A) ==	•
	Tennait Chanalty Comp Policy No. SCV 986800) land,			;	
C)	Yarious		\$28,000,000	anness of	(0)	578.
B)	Vertices		\$30,500,000	annes of	(6)	tro.
11)	Verteus		\$22,000,000	annous of	(2)	576.
7)	Vactions		120,000,000	annus of	(00)	Pre.
2. Lü	nit of Liability Underlying Limit	•				٠.
It is a	expressly agreed that liability sha held liable to pay the full amoun	Il attach to the Company t of their respective ultim	r only after the Underliate net loss liability as	ying Umbrella ollows:	insurers h	ave paid or have
(a) \$	100,500,000	ultimate net loss in resp	act of each occurrence.	but		
(b) \$	100,500,000	in the aggregate for earespect of Products Lia fatal) by Occupational D	ibility and separately u	respect of Pe	trsonal Init	licy separately in ury (fatal or non-
	he Common, shall there has broken to	and the state of the state of				
ang u	he Company shall then be liable to	pay only the excess there	of up to a further		;	
(c) \$	6,300,000 part of 042,000,000	ultimate net loss in all in	respect of each occurre	nce — subject	: to a limit of	
(d) \$	6,500,000 part of 142,000,000	in the aggregate for earespect of Products Lia fatal) by Occupational Di	bility and separately in	respect of Pe	rsonal inju	cy, separately in ry (fatal or non-
					MONS	158867

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Definitions

1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insuréd:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or properly damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereinder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MOMEANTO COMPANY

POLICY NO. SCT 956 780 END'T. NO.

Effective date: April 1, 1984

In consideration of the premium charged, it is understood and agreed that the Excess Unbrella Coverage - Insuring Agraements Item No. 1 (3) is amended in part to schedule The New England Insurance Company as being a perticipant of this layer of liability.

All other terms and conditions of this policy remain enchanged.

Countersignature Date: August 17 TV sees th

MONSANTO COMPANY

POLICY NO. SCU 956780 END:T. NO. 1

Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

- The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:
 - Reference to "thirty (30) days" is amended read "sixty (60) days."
- This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
- 3. This policy shall not apply to any obligation for which the Insured or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law, provided however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract.

Countersignature Date:

May 30,

1984

ALIMONIA PARAMETER

TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Excess Umbrella Policy Declarations-

SCU Policy 95E781

MCST 956 465 Renewal of No.

Item 1. Named Insured:

sto Company, et al

Item 2. Address:

900 Marth Lindburgh Maulevard St. Louis, Hissouri 63166

item 3. Policy Parlod:

April 1, 1904 Fram:

12:01 A.M. Standard Time at the address of the Named Insured as stated herein

item 4. Limits of Liability:

0,000,000 each countrains and/or in the appropria port of \$107,500,000 empes of \$142,500,000 empass of un

Item 5. Premium:

Advance: \$10,000.

Annual Minimum: \$10,000.

Rate:

Plat

Premium Basis:

THOMAS E SEARS INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER RED CLARENDON STREET BOSTON, MASS. 02116

When used as a premium basis:

- "ediminations" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the
 policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost
 of all fabor, materials and equipment furnished used or delivered for use in the execution of such work, whether furnished to
 the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- 4 "remuneration" means the entire remuneration sarned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and sircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company
- "seles" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date

May 30.

Authorized Representative

T V. 9810 A

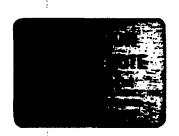
Transit Casualty Company

STOO IN LISHIPE BOULEVARD LOS ANGELES CALIFORNIA 90010

ST. LOUIS, MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY



Conditions

Transit Casualty therein after called the Company) agrees with the Named Insured, named in the Declarations made a part Fereof in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of active exclusions, conditions and other terms of this policy.

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified upon termination of this policy, the earned premium shall be domputed in accordance with the rates and minimum premium spot cable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid the Named insured shall be excess to the Company; if less, the Company shall return to the Named insured the unsured portion paid by such Named insured. The Named Insured shall maintain records of the information necessary for premium computation in the passis stated in the Declarations and shall send copies of such records to the Company at the end of the policy dericd as the Company may direct.

II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections not the making thereof not any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

til. Action Against Company: No action shall lie against the Company unless, as a condition precedent therato, the Insured shall have fully compiled with all the terms of this policy, nor until the amount of the Insured sibligation to pay shall have open inally determined either by judgment against the insured after actual trial or by written agreement of the Insured, the Claimant and the Company Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations nereunder.

IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this bolicy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if however the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the insured slegar representative as insured: provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice wither by the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro-rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable mereafter. The sheck of the COMPANY or its representative, mailed or delivered shall be sufficient tender of any return due the NANED INSURED. It this descriptions more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDs, and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of air interests therein

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy sussued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

MONS 158992

ares sent

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply

BROAD FORM

Under any Liability Coverage, to injury, sickness, disease, death or destruction

- a. with respect to wordh an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear insurance Association of a liability by the policy but for its termination upon exhaustion of its limit of resolution or its limit of resolution.
- ib. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is reduired to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or 2 the insured is or had this policy not been issued would be entitled to indemnity from the United States of America any agency thereof, under any agreement entered into by the United States of America or any agency thereof with any deficient or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgidal rever to expenses incurred with respect to book unitury, sickness, disease or death resulting from the mazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury sickness, disease, Jeath or destruction resulting from the nazardous properties of pigotear material if
 - (a) the publical material (1) is at any nuclear facility dwned by or operated by or on behalf of an insured or .2; has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed stored transported or disposed of by or on behalf of an insured, or
 - je) the injury sickness, disease, death, or destruction arises out of the furnishing by an insured of services materials parts or equipment in connection with the planning, construction maintenance, operation or use of any nuclear facility is located within the United States of America, its territories or possessions or Canada, this exclusion of applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this policy:
 - "hazardous properties" include radioactive, toxic or explosive properties:
 - "nuclear material" means source material, special nuclear material or byproduct material:
 - "source material." (special nuclear material" and (byproduct material) have the meanings given them in the Atomic Ellergy Act of 1954 or in any law amendatory thereof:
 - "apent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation is a nuclear reactor:
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (3) or (c) thereor
 - "nuclear facility means
 - rar any nuclear reactor
- ith any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, 2, processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
 - ict any equipment or device used for the processing ifabricating or alloving of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is posted posted of or contains more than 25 grams of pilotonium or uranium 233 or any combination thereof, or more than 250 grams of pilotonium or uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage of disposal of waste
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and a ϵ premises used to such operations,
 - nuclear reactor, means any apparatus designed or used to austain nuclear fission in a self-supporting chain reaction in to contain a pritical mass of fissionable material.
 - with respect to injury to or destruction of property, the word linjury" or il destruction, includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy short not apply to any trapility of the Insured directly or indirectly occasioned by, happening through or in consequence of war invasion acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion revolution naurrection military or usurped power or confiscation or nationalization or requisition or destruction of-or damage to property by or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES. CALIFORNIA ST. LOUIS. MISSOURI

A stock insurance company, herein called the company)

Homesto Congesty Policy No. 808 956 781

Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations terms and conditions hereinafter mentioned to indemnify the insured for all sums which the insured shall be obliged to pay by leason of the liability imposed upon the insured by law or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of

- (a) Personal Injuries, including death at any time resulting therefrom
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

	Carrier	Pittit P
A)	Underwriters et Lloyd's Zondon e	\$5,000,000 each constrains and/or
	British Ins. Coc.	in the appropria enume of primer
	Cover Note No. 40 0019	incurance.
	Tenneit Carraity Company	
	Policy No. Will 950 372	
	Underwriters at Lloyd's London &	416 600 600
-,		\$15,000,000 emones of (A) abuve.
	British Inc. Coc.	
	Transit Casealty Co.	
	Taliny No. SCH 366 906	
C)	The impo	\$30,000,000 excess of (2) where.
D }	Vacious .	\$10,500,000 emency of (C) above.
E }	Verteus	\$22,000,000 amount of (D) share.
7)	Versions	\$20,000,000 mounts of (E) above.
G)		\$42,000,000 mones of (7) above.
_,	Promit Complex Comme	+++1,000,1000 minutes or (2) minutes

2. Limit of Liability - Underlying Limits

reliew We. SCW 956 700

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held hable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$ 143,500,000 uitimate net loss in respect of each occurrence, but

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury statation non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

10) 5

9,000,000 part. of s107,300,000

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury I data or confatal) by Occupational Disease sustained by any employes of the Insured

05-31-64 T.V. 9812 A

MUNS 158994

Definitions

1. Named insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured:

The word Insured includes the Named Insured and/or any Officer, Director Stockholder. Partner or Employe of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is pareed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the inception date hereof the limit of liability hereon as stated in losuring Agreements 2 milling 0.1 or in the reduced by any amounts due to the insured on account of such loss under such processurance.

Subject to the toregoing paragraph and to all the other terms and conditions of this policy in the event that personal in a property distince arising out of an occurrence covered hereunder is continuing at the time of termination of this policy company x^{ij} intrinue to protect the insured for rapility in respect of such personal intury to property damage in this hold additional premium.

2. Maintenance of Underlying Insurance

This body is subject to the same terms, definitions, exclusions, and conditions reviewed as regards the premium, the similar to the same terms of contained in or as may be added to the or two or provided hereing as are contained in or as may be added to the or two or provided hereing as are contained in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which is may be added to contain the order of the provided to the nappening of an occurrence for which is may be added to the occurrence for the occurrence fo

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in the erast during the current. To except for any reduction of the aggregate limits contained therein solely by payment of diams in respect to includents and condition of the period of this policy or by the operation of the First Insulatore' and two currents are Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence obvered here index in the injuries or damage which in the event that the Insured shall be held trable is likely to invitive this occurrence of the company 3700 Wilshire Blvd. Los Angeles California 90010 as soon as practicable provided not week into the contraction of any incurrence which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve this power but which at the first time of its happening did not appear to involve the first time of its happening did not appear to involve the first time of its happening did n

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

HORSANTO CONTANT

POLICY NO. SCU 996 781 END'T. NO.

Effective date: April 1, 1964

In consideration of the premium charged, it is understood and agreed that the Recess Unbralia Coverage - Incuring Agreements Item No. 1 (B) and (G) are anended in part as follows:

- 3) Underwriters et Lloyde' London & British Insurance Companies Now England Insurance Company Transit Compalty Company Policy No. 808 986 985
- 6) Various (\$34,000,000) Transit Casualty Company Policy No. SCU 956 780

All other terms and conditions of this policy runnin unchanged.

Countersignature Date: August 17

10 84

MONSANTO COMPANY

POLICY NO. SCU 956781 END'T. NO. 1

Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

- The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:
 Reference to "thirty (30) days" is amended to read "sixty (60) days."
- This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
- 3. This policy shall not apply to any obligation for which the Insured or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract.

Countersignature Date: 17 900

May 31,

1984

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TRANSIT CASUALTY COMPANY

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

<u>SCU 356805</u>

Renewal of No.

Item 1. Named Insured:

Item 2. Address:

Locie, Missouri 63346

Item 3. Policy Period:

April 1, 1904

April 1, 1905

To: 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability:

\$1,875,000 much occurrence and/or in the appropria part of

\$15,000,000 cuses of \$5,000,000 casues underlying.

Item 5. Premium:

Advance:

246.275.

Annual Minimum: \$46,875.

Rate:

Premium Basis:

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER BOSTON, MASS. 02116

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "coet" means the total cost to the named insured with respect to operations performed for the named insured during the
 policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost
 of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by
 the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date : 25,

Authorized Representative

T.V. 9810 A

MONS

158499

Transit Casualty Company

STOUTA LEMIRE ECULETARD LOS ANGELES CALIFORNIA 90010

ST. LOUIS. MISSOURI

Special Cover Policy—Casualty

STOCK COMPANY



Conditions

Transit Casualty: herein after called the Company, agrees with the Named Insured, named in the Declarations made a part hereof, in consuderation of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of Fabrity exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

- I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified Upon termination of this policy, the earned premium shall be computed in accordance with the fates and minimum premium spolicable to this insurance as stated in the Declarations. If the earned premium thus computed sixceeds the advance dramming and the Named Insured shall pay the excess to the Company; if less, the Company shall feture to the Named insured the uncomputation dailed by such Named Insured. The Named Insured shall maintain records of the information necessary for premium accomputation on the passes stated in the Declarations and shall send copies or such records to the Company at the end of the policy retrieval.
- ii). Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations any time. Neither the Company's right to make inspections not the making thereof her any report thereon shall condition and undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the insured's books and records at any time during the policy behind and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- III. Action Against Company: No action shall file against the Company unless, as a condition precedent inereto the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured siblingation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company Bankrupto; or insolvency of the Insured or his estate shall not relieve the Company of its obligations nevertider.
- IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization and the insured shall execute and deriver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.
- VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon if however the insured shall be adjudged bankrupt or insolvent. This policy shall cover the insured 5 fegal representative as insured, provided that notice of cancellation addressed to the Named insured named in the Declarations and marked to the address snown in this policy shall be sufficient notice to effect cancellation of this policy.
- VII. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter, (except in the instance of non-payment or premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Derivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY pancels, earned premium shall be computed pro rate.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The theck of the COMPANY or its representative mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED or the party is such NAMED INSURED, cancellation may be effected by the first of such NAMED INSURED on the account of all INSUREDS, and notice of cancellation by the COMPANY to such first INAMED INSURED and notice of cancellation by the COMPANY to such first INAMED INSURED and notice of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of any unearned premium to such first NAMED INSURED shall be for the account of the insure of th

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes at the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

3rgs:33

(Attach Schedules and Endorsements Here)

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- If Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relation expanses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Elability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - :a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on benaif of an insured; or
 - (c) the injury sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintanance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion ic) applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this policy:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material." "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor:
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or rb) thereof:
 - "nuclear facility means:
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging wasta.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the rotal amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or transum 233 or any combination thereof, or more than 250 grams of transum 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste
 - and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:
 - inuclear reactor, means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of fissionable material:
 - with respect to injury to or destruction of property, the word "injury" or destruction" includes all forms of radioactive contamination of property.

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war invasion acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion revolution, insurrection military or usurped power or confiscation or nationalization or requisition or destruction of or damage to properly by or under the order of any government or public or local authority.

TRANSIT CASUALTY COMPANY LOS ANGELES, CALIFORNIA ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

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Excess Umbrella Coverage—Insuring Agreements

1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier

Limits

A) Triprociones et liert's Landon e Eritich Ins. Cos. Creer note No. 200019

Exercit Cornelty Corpory Palicy No. 1889 985872 \$5,000,000 mash conscresses and/or in the appropria cusous of primary

2. Limit of Liability --- Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss fiability as follows:

(a) 5 5,629,000

ultimate net loss in respect of each occurrence, but

(b) \$ 5.009.009

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further $\ddot{}^{\circ}$

(c) \$ 1,075,090 park of \$15,090,000

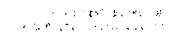
ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) \$ 1.875,000 part of \$15,000,000

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employes of the Insured.

95-25-06

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Definitions

1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

2. Insured

The word "Insured" includes the Named Insured and/or any Officer. Director, Stockholder, Partner or Employe of the Named Insured, white acting in his capacity as such if so covered in the Underlying Policy.

Conditions

1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or properly damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for fiability in respect of such personal injury or property damage without payment of additional premium.

2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbretta Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company 3700 Wilshire Blvd. Los Angeles, California 90010, as soon as practicable provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONSANTO COMPANY

POLICY NO. SCU 956 805 END'T. NO. 1

Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

- 1. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:
 Reference to "thirty (30) days" is amended to read "sixty (60) days."
- This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.

Countersignature Date:	May 25,	19 84	Authorized Regresentative
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